

1 BILL NO. S-85-12- 43

2 SPECIAL ORDINANCE NO. S- 05-86

3 AN ORDINANCE approving Contract 85-XP-8,  
4 St. Joseph Center Road Connecting  
5 Feeder Main, by and between the City  
of Fort Wayne, Indiana and Miller &  
Associates, in connection with the Board  
of Public Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That Contract 85-XP-8, St. Joseph Center  
10 Road Connecting Feeder Main, by and between the City of Fort  
11 Wayne, Indiana and Miller & Associates, in connection with the  
12 Board of Public Works and Safety, for:

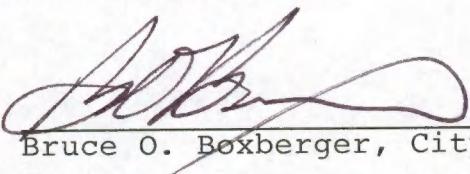
13 the installation of 2,000+ L.F. of  
14 12" ductile iron water main on St.  
15 Joseph Center Road, from Hazelett  
Road, eastward to Arlington Parkway  
North;

16 involving a total cost of Fifty Thousand Eight Hundred Thirty-  
17 Nine and 85/100 Dollars (\$50,839.85), all as more particularly  
18 set forth in said Contract, which is on file with the Office of  
19 the Board of Public Works and Safety and is by reference incor-  
20 porated herein, made a part hereof, and is hereby in all things  
21 ratified, confirmed and approved. Two (2) copies of said Contract  
22 are on file with the Office of the City Clerk and are available  
23 for public inspection.

24 SECTION 2. That this Ordinance shall be in full force  
25 and effect from and after its passage and any and all necessary  
26 approval by the Mayor.

27   
28 Councilmember

29 APPROVED AS TO FORM  
30 AND LEGALITY

31   
32 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and duly adopted, read the second time by title and referred to the Committee \_\_\_\_\_ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_.M., E.S.

DATE: \_\_\_\_\_

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>8</u>	<u>—</u>	<u>—</u>	<u>1</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>HENRY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>REDD</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHMIDT</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>✓</u>	<u>—</u>
<u>STIER</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 1-14-86

SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-05-86  
on the 14th day of January, 1986.

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 15th day of January, 1986,  
at the hour of 2:00 o'clock P.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 17th day of January,  
1986, at the hour of 1:00 o'clock P.M., E.S.T.

WIN MOSES, JR.  
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY  
Invitation For Bids/Award Of Contract\*  
(NON-FEDERALLY ASSISTED Construction)

Page 1 of \_\_\_\_\_

PROJECT: ST. JOSEPH CTR. CONNECTING FEEDER MAIN CONTRACT #: 85-XP-8

CONTENTS

**SUCCESSFUL BID**

Check if Contained	Pages	
<input checked="" type="checkbox"/>	1	COVER SHEET
<input checked="" type="checkbox"/>	II - I9	INSTRUCTION TO BIDDERS
<input checked="" type="checkbox"/>	S1	SCHEDULE
<input checked="" type="checkbox"/>	S2-3	SCHEDULE OF ITEMS
<input checked="" type="checkbox"/>	GP1 - GP7	GENERAL PROVISIONS
		SPECIAL CONDITIONS
<input checked="" type="checkbox"/>		PLANS AND SPECIFICATIONS
		DRAWINGS
<input checked="" type="checkbox"/>	S4	NOTES 1 AND 2
<input checked="" type="checkbox"/>	SS1-SS2	SUPPLEMENTARY SPECIFICATIONS

ATTACHMENTS

<input checked="" type="checkbox"/>	NON-COLLUSION AFFIDAVIT
<input checked="" type="checkbox"/>	BIDDER'S BOND
<input checked="" type="checkbox"/>	PERFORMANCE BOND
<input checked="" type="checkbox"/>	STATE BOARD OF ACCOUNTS FORM 96A
<input checked="" type="checkbox"/>	CERTIFICATE IN LIEU OF FINANCIAL STATEMENT 96A
<input checked="" type="checkbox"/>	PREVAILING WAGE SCALE - STATE OF INDIANA
<input checked="" type="checkbox"/>	PAYMENT BOND
<input checked="" type="checkbox"/>	WARRANTY BOND

DISCOUNT FOR PROMPT PAYMENT (SEE GENERAL PROVISIONS' CLAUSE)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	OTHER
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ACKNOWLEDGEMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

\* \* \* \* \*

BID SUBMITTED

Miller & Associates

Contractor

By: Howard J. Miller

Attest:

Its:

Offer

Date: 11-25-85

Bidder agrees to keep bid open for  
acceptance for 90 days  
unless otherwise specified)

COMPLIANCE: J. Adams

O.C. 2/85

B.O.W. NON-FED.

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE  
BOARD OF PUBLIC WORKS AND SAFETY

David J. Keck

Cosette R. Gandy

Howard D. Conrader

CITY OF FORT WAYNE  
MAYOR

John L. K.

AWARD DATE: 12-4-85

NOTICE OF CONTRACTORS

Notice is hereby given by the Board of Public Works and Safety, of the City of Fort Wayne, Indiana, that sealed proposals will be received by the Board at its Office in the City-County Building, on Wednesday, November 27, 1985, at 9:00 A. M., Eastern Standard Time, for the following:

ST. JOSEPH CENTER ROAD CONNECTING FEEDER MAIN  
WATER CONTRACT NO. 85-XP-8

For the furnishing of all materials, labor, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to install 2,000± L.F. of 12" ductile iron water main, on St. Joseph Center Road, from Hazelett Road, eastward to Arlington Parkway North.

No bid will be accepted from, or Contract awarded to any person, firm or corporation that is in arrears to the City of Fort Wayne, Indiana, upon any debt or Contract, or who has failed to execute, in whole or in part, in a satisfactory manner, any Contract with the City; or who is a defaulter as to surety or otherwise upon any obligation to the City of Fort Wayne, Indiana.

Bidders must obtain copy of said specifications pursuant to submitting their bids, by paying \$20.00 for each set of specs and plans, not refundable, at the Office of the Board of Public Works and Safety, Room 920, City-County Building.

The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

DAVID J. KLESTER  
COSETTE R. SIMON  
LAWRENCE D. CONSALVOS  
BOARD OF PUBLIC WORKS & SAFETY

ATTEST: HELEN V. GOCHENOUR, CLERK

PUBLISH: NOVEMBER 8 and 15, 1985, in both Newspapers

ep

**"NOTICE TO BIDDERS"**

The following documents must be completed, endorsed, and submitted with each bid. Failure to complete all documents will result in your bid being determined incomplete and may be reason for the City of Fort Wayne to disallow your bid:

**Documents required with each bid:**

1. MBE/WBE Participation Goal Statement
2. Minority/Female Hourly Utilization Goal
3. Certificate of Non-Segregated Facilities  
(Federally Assisted Projects Only)
4. Non-Collusion Affadavit
5. Bidder's Bond
6. State Board of Accounts Form 96-A or
7. Certificate in Lieu of Financial Statement  
(If Form 96-A has been submitted with previous bids.)

INSTRUCTIONS TO BIDDERS  
Board of Public Works and Safety  
City of Fort Wayne, Indiana

November 27 19 85  
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9 o'clock A.M. on the 27th day of November, 1985, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

ST. JOSEPH CENTER ROAD CONNECTING FEEDER MAIN - WATER CONTRACT NO. 85-XP-8

For the furnishing of all materials, labor, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to install 2,000± L.F. of 12" ductile iron water main, on St. Joseph Center Road, from Hazelett Road, eastward to Arllington Parkway North.

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box  beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "x". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidder's record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways or by \_\_\_\_\_ in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of ten percent (10 %) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of \_\_\_\_\_ percent (   %) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement (96A). Each bidder will submit with and as part of its bid: (a) A complete Form 96A under oath; or (b) Have a complete Form 96A on file with The Board which shall be less than one year old in which case the bidder can instead submit a Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Non-Collusion Affidavit
- (b) Prequalification Statement
- (c)
- (d)
- (e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership

For WBE specify percentage of women ownership

B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have \_\_\_\_\_ & participation (employees) \_\_\_\_\_ & participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm \_\_\_\_\_. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. ARDMORE ASPHALT	6300 ARDMORE AVE,	ASPHALT Replacement
2.		
3.		

D. The undersigned commits \_\_\_\_\_ % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Bunsold Trucking Co		Truck Rental
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals: We are working with Mr. Baley of the Elkhart CEO Enforcement office in finding MBE/WBE FIRMS that Qualify (attach additional sheets as necessary)

Contractor Miller & Associates  
By James J. Miller

Its owner

Contractor \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

**THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.**

**A.** The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least   % of the total hours worked on this project.

**B.** Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. My Company has taken the following steps in an attempt to comply with the 17 $\frac{1}{2}$  hourly utilization figure:

---

---

---

(attach additional sheets if necessary)

Contractor \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, commencing at \_\_\_\_\_ o'clock \_\_\_\_\_.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

17. Pre-Bid Conference. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the IFB and proposed contract, and to answer any questions. This conference will be held on \_\_\_\_\_ at \_\_\_\_\_

(date)

(time)

or at such date, time, and place as The

(place)

Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- A. Payment Bond. In the amount of payment to be made under the contract.
- B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of one year after the date of the City's acceptance.

20. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

- A. On an all or none basis.
- B. As follows: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CITY OF FORT WAYNE, INDIANA  
IMPROVEMENT TO FORT WAYNE WATER UTILITY

## **SCHEDULE OF UNIT PRICES**

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Howard J. Miller, the \_\_\_\_\_  
Name  
Owner \_\_\_\_\_, of Miller & Associates  
Position Company

HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the March 19<sup>th</sup> day of March, 19 85, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said Company, as of the date hereof;
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED: Nov 27-85

Howard J. Miller  
Signature

Owner

Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 27th day of November, 19 85.

Thelma J. Miller  
NOTARY PUBLIC  
A Resident of Allen County, IN

My Commission Expires: March 11, 1989

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and

Miller & Associates

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money; or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Miller & Associates

by Howard T. Miller

owner

Subscribed and sworn to before me by Howard T. Miller  
this 27th day of November, 19 85.



My Commission Expires:

3-11-89

Thelma J. Miller  
NOTARY PUBLIC  
Resident of allen County, IN

Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

My Commission Expires:

NOTARY PUBLIC  
Resident of \_\_\_\_\_ County, IN

Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

My Commission expires:

NOTARY PUBLIC  
Resident of \_\_\_\_\_ County, IN

GENERAL PROVISIONS\*  
Board of Public Works and Safety  
(Non-Federally Funded)

1. Time and Progress. Time is of the essence of this contract. The contractor shall begin promptly after receipt of a written notice to proceed, and in no case later than ten (10) days after such receipt. He/she/it shall prosecute the work in such a manner as to cause no unnecessary delays. The time of beginning, rate of progress and time of completion are all essential elements of this contract.

2. Payment. The Contractor will submit requests for payment on a claim form prescribed by the City, and attach to that claim form, his invoices for the work performed and accepted.

3. Progress Payments and Retainage. The contractor may submit requests for payments no more often than every thirty (30) days for work performed and accepted under this contract. If the contractor is in compliance with the provisions of this agreement, The Board will make payments for such work performed and completed, provided, however, that in any such case The Board will retain    \$(ten percent (10%)) if not otherwise specified) of the total amount owing to insure satisfactory completion of the contract. Upon final inspection and acceptance of this contract, the contractor will be paid in full. However, if this contract is in excess of \$100,000, this contract will be subject to an escrow agreement as provided in I.C. 5-16-5.5-1 and the standard Board of Works escrow agreement. When this project is    \$(50% if not otherwise specified) complete and the work has been promptly and properly executed, The Board, at its option, can waive or, reduce the retainage requirement.

4. Inspection. The Board, the City Engineers, officials of the Office of Compliance of the City of Fort Wayne, and any other City officials designated by The Board shall have access to the work sites and contractors' records at all reasonable times for inspection of the work performed under and in compliance with this agreement.

Any inspection or failure to inspect by The Board or City does not relieve the contractor of the obligation to comply with all provisions of this agreement.

\*NOTE: Those clauses of the General Provisions with the following box beside it  will be applicable to the contract only if the box has a checkmark or "x" in it. Any question about the applicability of a General Provision should be brought to the attention of The Board.

5. Warranty. The contractor fully warrants his work for one (1) year after acceptance by The Board, and shall remedy at the contractor's own expense, any defects or problems occurring during that one-year period. In addition, The Board and the City shall be furnished with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the contract.

6. Termination for Convenience. The Board can terminate this agreement for the convenience of The Board at any time by providing a written notice to the contractor. If the agreement is terminated by The Board pursuant to this clause, the contractor will be paid only for the work performed up to the termination date. In the event of termination pursuant to this clause, all work, including any finished or unfinished documents, data, studies and reports prepared by the contractor pursuant to this agreement shall become the property of The Board of the City of Fort Wayne.

7. Termination for Default. If the contractor shall fail to fulfill its obligations under this agreement in a timely and proper manner, The Board shall have the right to terminate this agreement for default, by written notice. If this agreement is terminated pursuant to this clause, The Board is not required to advance any further payments to the contractor. In the event of termination, all work, including finished or unfinished documents, data, studies, surveys and reports prepared by the contractor shall become The Board's property. Termination pursuant to this clause is not The Board's exclusive remedy and will not prejudice the right of The Board to take any other legal action against the contractor.

8. Changes. The Board may, at any time, by written order, make changes within the general scope of this agreement. If any such change results in an increase or decrease in the cost of performance, time of performance, or any other material provision under this contract, The Board shall make an equitable adjustment in the contract price, time of performance, or other provision. Any claim by the contractor for adjustment under this clause shall be submitted to The Board in writing within thirty (30) days after the issuance of the change order. All such change orders and resultant compensation shall be incorporated as written modifications to this contract. Any dispute as to an equitable adjustment shall be referred to the Director of The Board for his final determination, pursuant to the disputes clause of this contract; provided, however, that the contractor will proceed with the work as changed, even if there is a dispute.

9. Assignability. The contractor shall not assign or transfer any interest in this agreement, including by assignment or novation without the prior written consent of The Board.

10. Sub-contracting. None of the services covered by this agreement shall be sub-contracted or contracted out without the prior written consent of The Board. No subcontracts will be awarded to contractors who have been debarred or suspended from doing work for the City of Fort Wayne or federally-assisted contracts.

11. New Quality Materials. All materials used by the contractor in the performance of this contract will, unless otherwise specified in writing, be new, of a merchantable quality, and in no case less than the quality required by the specifications.

12. Permits and Licenses. The contractor shall secure at his/her/its own expense all permits and licenses necessary to the performance of the contract. Failure to secure a necessary permit or license shall constitute grounds for termination of the contract.

13. Contractor's Insurance. The contractor shall obtain and pay premiums for such public liability insurance, property damage insurance, and workmen's compensation as will fully protect it from claims under the Indiana Workmen's Compensation Act and from any other claims for damages to persons not covered by that Act because of bodily injury, including death which may arise from, or during the performance of the work described in this contract. The City shall be named as an additional insured on each such policy. Proof of all such insurance shall be presented to The Board. The contractor further agrees that it will indemnify and hold The Board and the City of Fort Wayne harmless from any loss, damage, liability, cost or expenses incurred by the contractor, any of its agents, employees and sub-contractors, in the performance of this contract, as well as the failure of the contractor or of any agents, employees, or sub-contractors to comply with any of the provisions of this clause.

14. Contractor's Protection of Work and Safety. The contractor shall obtain adequate protection of all work from possible damage, and shall protect the City's property of all work from possible damage, and shall protect the City's property from injury or damage arising from the work to be done under or by the contractor, its employees, agents and sub-contractors during the construction. He/she/it shall take all reasonable precaution for the safety of the employees on the job and shall comply with all applicable safety laws, building codes and ordinances. The contractor shall properly and fully guard all excavations and dangerous places, and will use all due and proper

precaution to prevent injury to any and all persons and property.

15. Lead Base Paint. The contractor will not apply any lead base paint, and will take all necessary steps to reduce the hazard from lead base paint already on surfaces. Lead base paint is defined as paint containing more than six-one-hundredths of one percent of lead by weight in the total non-volatile content of liquid paint, or in the dried film of paint already applied, and shall include, cracking, scaling, peeling, chipping or loose paint. Any surfaces to be painted shall be treated as necessary. Treatment involves washing, sand, scraping, wire-brushed, or otherwise cleaned so as to remove cracking, scaling, peeling, chipping or loose paint back to sound surfaces, and repainting with two coats of suitable non-lead paint. If paint film integrity cannot be maintained, the surface must be covered.

Lead base paint hazards involve all interior surfaces and those exterior surfaces readily accessible to children under seven (7) years of age, and contractor will take appropriate provisions pending the completion of the contract for the elimination of immediate hazards.

16. Contractor's Clean-up. During construction, and after completion the contractor shall clean up and remove all waste construction materials from the premises and will leave the premises in a clean and sightly condition.

17. Disputes. All disputes which arise under this contract which cannot be resolved between the contractor and the City will be referred in writing to the Director of The Board. The Director of The Board shall make a final decision in writing. The contractor will continue to perform the contract regardless of the decision.

18. Prompt Payment Discounts. In connection with any discount offered for prompt payment, time shall be computed from (1) the date of acceptance by the City of performance of the services or deliveries of supplies to the City, or (2) the date the correct claim form and invoice, or voucher is received in the office of the City division awarding the contract, if the latter is later than the date of acceptance of performance or delivery. For the purpose of computing, the discount earned, payment shall be considered to have been made on the date the City check is mailed.

19. Minority Business Enterprise/Women Business Enterprise Compliance (Construction Contract). This contract is governed by General Ordinance G-16-84, Chapter 7 of the code of the City of Fort Wayne, establishing participation goals of seven percent (7%) for Minority Business Enterprises and two percent (2%) for Women Business Enterprises of the total

yearly dollar amount of construction contracts awarded by the City of Fort Wayne. The terms "Minority Business Enterprise" and "Women Business Enterprise" are defined in the Ordinance and in the MBE/WBE Statement of the IFB/RFP. The contractor agrees that in performing this contract it/he/she will meet or exceed the certification of participation set forth in the MBE/WBE Statement in the IFB/RFP. Failure to meet or exceed the smallest of the following: (a) 7% MBE or 2% WBE; or (b) the participation certification, without justifiable excuse, can be grounds for termination of this contract for default and shall be considered in evaluating contractor's responsibility on future contracts. The contractor agrees to cooperate with and provide all documentation requested by the City in monitoring the contractor's compliance. After completing the work called for in the contract, the contractor will submit to the City an accurate certification setting forth the MBE and WBE participation in the contract. Final payment shall not be made until this certification is received.

20. Anti-Discrimination Under Indiana Code 5-16-6-1. This contractor agrees as follows:

a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any resident of the State of Indiana who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

c. That there may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract, a penalty of five dollars (\$5.00) per person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. That this contract may be cancelled or terminated by the City of Fort Wayne and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this clause.

21. Anti-Discrimination Under the Code of the City of Fort Wayne, Section 15-17. In the performance of work under this contract or any subcontract hereunder, the contractor, subcontractor, and any person acting on behalf of such contractor

or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this contract provision.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not retaliate against any person because of good faith, reasonable actions taken to overcome, alleviate, or report discrimination.

Enforcement of this section shall be through order of the City of Fort Wayne in the following manner:

a. Whenever any member of the Division of the City of Fort Wayne awarding this contract, or whenever a Compliance Officer of the City of Fort Wayne has reason to believe that any of the provisions of this clause and of Ordinance Sec. 15-17 have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Metropolitan Human Relations Commission has no jurisdiction shall be investigated by the Compliance Officer of the City.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Compliance Officer of the City of Fort Wayne and to the Division awarding the contract, which may invoke one of the remedies set forth in subsection (c) of this clause. If it is a matter over which the Metropolitan Human Relations Commission does not have jurisdiction, the Division awarding the contract shall conduct a hearing to determine whether there has been a breach of Ordinance Sec. 15-17.

c. If the Division awarding the contract determines that a contractor, subcontractor or any person acting on behalf of such contractor, or subcontractor, has violated the provision or provisions of Ordinance Sec. 15-17, whether discriminating, obstructing, retaliating, or otherwise, the Division awarding this contract may:

(1) Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract the sum of not less than Ten Dollars (\$10.00) per day, nor more than One Thousand Dollars (\$1,000) per day per each violation. Each day upon which the violation exists shall be deemed a separate offense.

(2) The Division of the City awarding this contract may cancel or terminate this contract, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of Section 15-17.

22. Required Prevailing Wage Scale Payments. The contractor and all subcontractors shall, at minimum, pay the prevailing wage rates for skilled, semi-skilled, and unskilled laborers, workmen, and mechanics, as required by the Indiana Code 5-16-7-1 wage scale attached to this contract. The contractor and all subcontractor on this project shall file a Schedule of Wages to be paid during the contract to laborers, workmen and mechanics prior to performance on the contract. During performance of the contract, the contractor and each subcontractor will meet or exceed his/her/its Schedule of Wages for each position.

IN RE: WAGE SCALE

1 - SKILLED  
2 - SEMI-SKILLED  
3 - UNSKILLED  
IF - INDUSTRIAL FUND  
PW - PER WORK  
PR - PROMOTIONAL FUND

W., the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with all construction and maintenance contracts awarded by the Board of Works, City of Fort Wayne, Allen County, Indiana for the months of

October, November, and December 1985.

in compliance with the provisions of CHAPTER # 319 of the Acts of the GENERAL ASSEMBLY of INDIANA, 1985, have established a schedule as hereinafter set forth for the following trades to wit:

CRAFT	CLASS	HOURLY RATE	H&W	PEN	VAC.	APPR.	MISC.	EXP.	DATE
ASBESTOS WORKERS	1	18.20	1.10	1.70		.02			6/30/86
BOILERMAKER	1	18.63	1.47	1.90		.03			
BRICKLAYER	1	16.63	1.05	1.25		.04			
CARPENTER ( Bldg. )	1	15.40	1.50	1.25		.02	.01PR		5/31/86
- ( Hiway )	1	14.16	1.25	1.25		.05	.04TF		3/31/86
CEMENT MASON	1	13.50	1.00	1.00		.10		.05TF	5/21/86
DRYWALL TAPER	1	13.75	1.30	1.00		.12		.16	5/31/86
ELECTRICIAN	1	18.30	1.25	1.00+2%		.08			5/31/86
ELEVATOR CONSTRUCTOR	1	17.32	1.64	1.27	.88	.08			
GLAZIER	1	16.44		.70	.40	.04			9/30/86
IRON WORKER	1	13.75	2.25	2.00		.05	annuity 2.75		5/31/86
LABORER ( Bldg. )	2.3	12.05	1.30	.85		.09	.05TF		3/31/86
- ( Hiway )	2.3	10.98	1.30	.85		.09	.04TF		3/31/86
- ( Sewer )	2.3	10.98	1.30	.85		.09			3/31/86
LATHER	1	15.40	1.50	1.25		.02	.01PR		5/31/86
MILLWRIGHT & PILEDRIVER	1	15.80	1.50	1.25		.07	.02TF		5/31/86
OP. ENGINEER ( Bldg. )	1,2,3	17.10	1.25	1.55		.10			5/31/86
- ( Hiway )	1,2,3	16.00	1.25	1.55		.14			3/31/86
- ( Sewer )	1,2,3	13.40	1.25	1.25		.10			3/31/86
PAINTER-Brush & Roller	1	12.75	1.30	1.00		.12	.16	inform	5/31/86
- Spray & Sandblast	1	14.75	1.30	1.00		.12	.16	inform	5/31/86
PLASTER	1	13.90	1.00	1.00		.10	.05TF		5/21/86
PLUMBER & STEAMFITTER	1	18.68	1.00	1.80		.07	.07TF		5/31/86
TILE & TERRAZZO - Mech.	1	16.25							
MOSIAC & - Grinder	1	9.50-11.50							
ROOFER	1	16.10	1.00	.50					5/31/86
SHEETMETAL WORKER	1	16.67	1.40	1.86		.19	.60	525ml	5/31/86
TEAMSTER ( Bldg. )	1,2,3	14.05-14.50	58.70	51.00					6/30/86
- ( Hiway )	1,2,3	12.96-13.36	42.50	51.00					3/31/87

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee. But in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 30 DAY OF Sept. 1985

See Stone  
REPRESENTING GOVERNOR OF INDIANA

David J. Kiel  
REPRESENTING THE AWARDING AGENCY

Donald O. Keay  
REPRESENTING THE STATE AFL-CIO

SUPPLEMENTARY SPECIFICATIONS

FOR

ST. JOSEPH CENTER ROAD CONNECTING FEEDER MAIN

CONTRACT NO. 85-XP-8

- I. SPECIFICATION: The "Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains" of the Fort Wayne Water Utility, latest revision, shall be followed in the construction of this water main, as shown on Drawing No. Y-10601, Sheets 1 thru 5.
- II. MATERIALS: All materials used in the construction of this water main shall conform to the "Water Main and Water Service Materials Standards" approved and adopted by the Board of Public Works of the City of Fort Wayne, Indiana, latest revision.
- III. MISCELLANEOUS: All elevations shown on the plans for the project are at the invert of the pipe, unless otherwise noted.
- IV. BACKFILL MATERIALS: The type of backfill material to be used shall be noted as follows and placed at locations specified on the plans.  
Backfill Material Type "A," #53 or #73 material shall meet the gradation as set forth in the Indiana State Highway Department Standard Specifications 1974. Sub-section 903.02 Course Aggregates.  
Backfill Material Type "B" shall meet the gradation as set forth in the Indiana State Highway Department Standard Specifications 1974, Sec. 211 Special Fill and Backfill ("B"-Borrow), except that no more than 12 percent or less than 5 per cent shall pass the No. 200 sieve (silt or clay).  
Backfill Material Type "C" shall be excavated material of acceptable quality, free from rocks, boulders, large or frozen lumps, wood or other extraneous matter.

Where water main crosses road surfaces, or driveways, the trench shall be backfilled with Type "A" backfill material to a point twelve (12) inches from the top of the pavement. The top 12 inches of the traveled portion shall be restored to the existing type surface. Contractor to provide and maintain temporary cold patch to all areas where road surfaces have been removed and permanent restoration can't be made immediately.

Bedding: In all above cases, however, the pipe shall be bedded in compacted Type "B" backfill a minimum of four (4) inches below the barrel of the type to a minimum of four (4) inches above the top of the pipe.

No additional payment will be made for special backfill or bedding material. Cost of these items is to be reflected in the respective unit prices for pipe fittings, and pavement replacement.

V. **BIDDING INFORMATION:** The following information is furnished to clarify any questions, which may arise with respective to materials to be included and labor and equipment involved in the establishment of the respective unit prices.

- A. Item 1 - to include excavation, disposal of spoil, where required, furnishing and placement of Class 50 DI pipe and backfilling with "Type B" Backfill, except where otherwise noted on plans. Vehicular traffic shall be maintained during all periods of construction.
- B. Item 2 - Type III fire hydrant assembly to include 1 - 12" x 6" tee, 1 - 6" self-anchoring elbow, 1 - 6" gate valve with box, 1 - fire hydrant, 6" pipe or nipple as required and necessary restraining materials complete and in place.
- C. Items 3 thru 7 - to be bid including the furnishing of materials, complete and in place as specified, including valve boxes on valves and the cost of joint restraining materials required to overcome the thrust imposed by the respective items.
- D. Item 8 - to be bid including the furnishing and placement of material as per standard specifications, at locations as directed by the engineer.
- E. Items 9 - 11 - to be bid including furnishing of materials complete and in place in accordance with Allen County Highway and Right-of-Way Permit Department Standards and Specifications and these supplementary specifications contained herein.
- F. Items 3 thru 7 - to be bid using set screw glands for restraining.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That, we, MILLER & ASSOCIATES as principal  
and \_\_\_\_\_  
and Indiana Insurance Company as sureties,

are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of

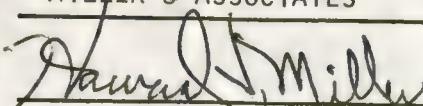
Ten Percent (10%) of Maximum Bid ----- DOLLARS (\$|||||||||),  
to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns,  
for the payment of which, well and truly made, we hereby bind ourselves, our heirs,  
successors, executors and administrators, jointly and severally, firmly by these  
presents.

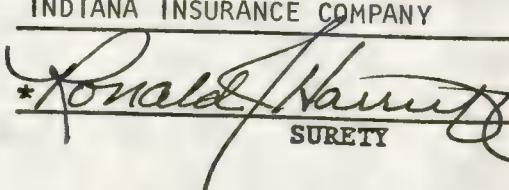
Signed and sealed at Fort Wayne, Indiana, this 27th  
day of November, 19 85.

The condition of this obligation is such that if the accompanying bid or proposal of  
St. Joseph Center Road Connecting Feeder Main - Water Contract No. 85-XP-8

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the  
contract awarded to the above bidder, and the bidder shall, within ten (10) days  
after such award is made, enter into a contract with the City of Fort Wayne,  
State of Indiana, for the work bid upon, and give bond as required; then this  
obligation shall be null and void; otherwise, it shall remain in full force and  
effect.

SIGNED at Fort Wayne, Indiana  
this 27th day of November, 19 85.

MILLER & ASSOCIATES  
  
PRINCIPAL

INDIANA INSURANCE COMPANY  
  
SURETY



\*If signed by an agent, appropriate Power  
of Attorney shall be attached.

# Indiana

INSURANCE Company  
FIDELITY & SURETY DEPARTMENT

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That Indiana Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, does hereby make, constitute and appoint Harry A. Crawford, Ronald J. Harruff, Leonard B. Koeller, William R. McBride, James E. VanDyck, Harold E. Everett, Duwan F. Tagtmeyer, Danny M. VanTreeese, Jeffrey C. Johnson, Suzanne Hopper Connie S. Overholser, Loretta A. Spring

of Fort Wayne

and State of Indiana

its true and lawful Attorney(s)-in-Fact with full power and authority to sign, execute, seal and deliver any and all bonds and undertakings for and on its behalf as follows:

NOT TO EXCEED THE SUM OF \$500,000.00

This Power of Attorney revokes that issued on behalf of Harry A. Crawford ETAL dated 4-8-85

and to bind the Corporation thereby as fully and to the same extent as if such bonds and undertakings were signed by the President, sealed and duly attested by the Secretary of the Corporation, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Article VI (10) of the By-laws of the Indiana Insurance Company, which reads as follows:

"ARTICLE VI (10). The President or any Vice President acting with the Secretary or any Assistant Secretary, shall have the power and authority to appoint Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory to the nature thereof, and at any time to remove any such Attorney-in-Fact and revoke the power and authority given to him. Attorneys-in-Fact when so appointed shall have power and authority, subject to the terms and limitations of the Powers of Attorney issued to them, to execute and deliver on behalf of the corporation and to attach the Seal of the Corporation thereto any and all bonds and undertakings, and other writings obligatory to the nature thereof, and such instrument executed by any such Attorney-in-Fact shall be as binding upon the corporation as if signed by an executive officer and sealed and attested by the Secretary or any Assistant Secretary."

IN WITNESS WHEREOF, Indiana Insurance Company has caused these presents to be signed by its Vice President, attested by its Secretary or Assistant Secretary, and its corporate seal to be hereto affixed this 4th day of November 19 85.

INDIANA INSURANCE COMPANY

ATTEST:

Glenna L. Robb  
Secretary - Assistant Secretary

By R. T. Woolman  
Vice President

STATE OF INDIANA ) ss.  
COUNTY OF MARION)

On this 4th day of November, A.D. 19 85, before me personally came Richard T. Woolman, to me known, who being by me duly sworn, did depose and say, that he resides in the City of Indianapolis, Indiana; that he is Vice-President of Indiana Insurance Company, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument in such corporate seal; that it was so affixed by order of the Board of Directors of said

Corporation; and that he signed his name thereto by like order. And said Richard T. Woolman

further said that he is acquainted with Glenna L. Robb and knows him to be the ~~Secretary~~ Assistant Secretary of said Corporation; and that he executed the above instrument.

August 1, 1989

My Commission Expires

Karen Garrigus  
Notary Public  
Karen Garrigus

STATE OF INDIANA ) ss.  
COUNTY OF MARION)

I, Glenna L. Robb, the ~~Secretary~~ Assistant Secretary of Indiana Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Indiana Insurance Company, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Indianapolis, this 27th day of November A.D., 19 85.

(Seal)



(SPECIMEN FORM)

CITY OF FORT WAYNE, INDIANA

IMPROVEMENT TO FORT WAYNE WATER UTILITY

PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we MILLER & ASSOCIATES  
(Contractor or Developer) as Principal, and the Indiana Insurance Company  
(Insurance Company), a corporation organized under the laws of the State of  
Indiana (State and Date), and duly authorized to transact  
business in the State of Indiana, as Surety, are held firmly bound unto the City  
of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of \$ 50,839.85,  
(value of work) for the payment whereof well and truly to be made, the Principal and  
the Surety bind themselves, their heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by those present. The condition of the fore-  
going obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied for  
authority to construct or cause to be constructed, a water main to become part of the  
City's water distribution system, which said water main is to be built and constructed  
according to plans and specifications prepared by or approved by City and known as the  
St. Joseph Center Road Connecting Feeder Main - Water Contract No. 85-XP-8; and  
(Name of Project)

WHEREAS, the grant of authority by City to so construct such water main provides:

1. That said water main shall be completed according to said plans and specifications, and warrant and guarantee all work, material, conditions of the water main for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice; and,
4. To agree to maintain said water main for a period of one (1) year following written acceptance by the City of said water main; and

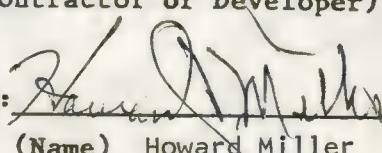
WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise, it shall remain in full force and effect.

MILLER & ASSOCIATES

(Contractor or Developer)

BY:

  
(Name) Howard Miller

owner

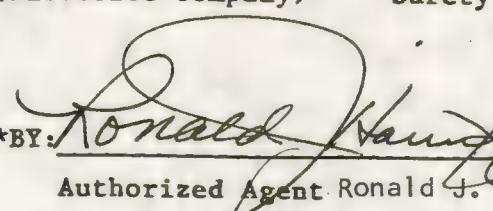
(Title)

INDIANA INSURANCE COMPANY

(Insurance Company)

Surety

\*BY:

  
Authorized Agent Ronald J. Harruff



\*If signed by an agent,

Power of Attorney must be attached.

# Indiana

INSURANCE Company

FIDELITY & SURETY DEPARTMENT

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That Indiana Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana and having its principal office in the City of Indianapolis, Indiana, does hereby make, constitute and appoint Harry A. Crawford, Ronald J. Harruff, Leonard B. Koeller, William R. McBride, James E. VanDyck, Harold E. Everett, Duwan F. Tagtmeyer, Danny M. VanTreese, Jeffrey C. Johnson, Suzanne Hopper Connie S. Overholser, Loretta A. Spring

of Fort Wayne

and State of Indiana

its true and lawful Attorney(s)-in-Fact with full power and authority to sign, execute, seal and deliver any and all bonds and undertakings for and on its behalf as follows:

NOT TO EXCEED THE SUM OF \$500,000.00

This Power of Attorney revokes that issued on behalf of Harry A. Crawford ETAL dated 4-8-85

and to bind the Corporation thereby as fully and to the same extent as if such bonds and undertakings were signed by the President, sealed and duly attested by the Secretary of the Corporation, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Article VI (10) of the By-laws of the Indiana Insurance Company, which reads as follows:

"ARTICLE VI (10). The President or any Vice President acting with the Secretary or any Assistant Secretary, shall have the power and authority to appoint Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory to the nature thereof, and at any time to remove any such Attorney-in-Fact and revoke the power and authority given to him. Attorneys-in-Fact when so appointed shall have power and authority, subject to the terms and limitations of the Powers of Attorney issued to them, to execute and deliver on behalf of the corporation and to attach the Seal of the Corporation thereto any and all bonds and undertakings, and other writings obligatory to the nature thereof, and such instrument executed by any such Attorney-in-Fact shall be as binding upon the corporation as if signed by an executive officer and sealed and attested by the Secretary or any Assistant Secretary."

IN WITNESS WHEREOF, Indiana Insurance Company has caused these presents to be signed by its Vice President, attested by its Secretary or Assistant Secretary, and its corporate seal to be hereto affixed this 4th day of November 19 85.

INDIANA INSURANCE COMPANY

ATTEST: Glenna L. Robb  
Secretary - Assistant Secretary

By R. T. Woolman  
Vice President

STATE OF INDIANA ) ss.  
COUNTY OF MARION)

On this 4th day of November, A.D. 19 85, before me personally came Richard T. Woolman, to me known, who being by me duly sworn, did depose and say, that he resides in the City of Indianapolis, Indiana; that he is Vice-President of Indiana Insurance Company, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument in such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order. And said Richard T. Woolman

further said that he is acquainted with Glenna L. Robb and knows him to be the ~~Assistant Secretary~~ Assistant Secretary of said Corporation; and that he executed the above instrument.

August 1, 1989

My Commission Expires

Karen Garrigus  
Notary Public  
Karen Garrigus

STATE OF INDIANA ) ss.  
COUNTY OF MARION)

I, Glenna L. Robb, the ~~Assistant Secretary~~ Assistant Secretary of Indiana Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Indiana Insurance Company, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Indianapolis, this 27th day of November A.D. 19 85.

(Seal)



Glenna L. Robb  
Assistant Secretary

SPECIMEN FORM  
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

MILLER & ASSOCIATES

(Name of Contractor)

1529 Getz Road, Fort Wayne, Indiana 46804

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,

and, \_\_\_\_\_ Indiana Insurance Company

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of Fifty thousand eight hundred thirty

nine and 85/100 ----- Dollars (\$ 50,839.85 )

(value of work) for the payment whereof well and truely to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 27th day of November, 1985, for the construction of:

St. Joseph Center Road Connecting Feeder Main - Water Contract No. 85-XP-8

all according to the Fort Wayne water Utility Engineering Department Drawing No. \_\_\_\_\_, Sheet(s) \_\_\_\_\_, and special provisions, and according to the Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains, Construction Standards and Water Main and Water Service Materials Standards adopted July 7, 1982.

WHEREAS, said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations, furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor, or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed \_\_\_\_\_

(number)

counterparts, each one of which, shall be deemed an original, this 27th day of November, 19 85.

MILLER & ASSOCIATES

Principal

ATTEST:

(Principal) Secretary

By Ronald J. Miller (SEAL)

1529 Getz Road, Fort Wayne, Indiana  
(Address)

Witness as to Principal

(Address)

ATTEST:

Carla Terssen  
(Surety) Secretary

SEAL

Carla Terssen  
Witness as to Surety

3811 Illinois Rd  
(Address)

Fort Wayne, IN 46804

INDIANA INSURANCE COMPANY

Surety

By Ronald J. Harruff  
Attorney-in-Fact  
Ronald J. Harruff



P.O. Box 1705  
Fort Wayne, Indiana 46801  
(Address)

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute Bond.

**Indiana**  
INSURANCE Company  
FIDELITY & SURETY DEPARTMENT

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, That Indiana Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, does hereby make, constitute and appoint Harry A. Crawford, Ronald J. Harruff, Leonard B. Koeller, William R. McBride, James L. VanDyck, Harold E. Everett, Duwan F. Tagtmeyer, Danny M. VanTreece, Jeffrey C. Johnson, Suzanne Hopper Connie S. Overholser, Loretta A. Spring of Fort Wayne and State of Indiana its true and lawful Attorney(s)-in-Fact with full power and authority to sign, execute, seal and deliver any and all bonds and undertakings for and on its behalf as follows:

NOT TO EXCEED THE SUM OF \$500,000.00

This Power of Attorney revokes that issued on behalf of Harry A. Crawford ETAL dated 4-8-85 and to bind the Corporation thereby as fully and to the same extent as if such bonds and undertakings were signed by the President, sealed and duly attested by the Secretary of the Corporation, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Article VI (10) of the By-laws of the Indiana Insurance Company, which reads as follows:

"ARTICLE VI (10). The President or any Vice President acting with the Secretary or any Assistant Secretary, shall have the power and authority to appoint Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory to the nature thereof, and at any time to remove any such Attorney-in-Fact and revoke the power and authority given to him. Attorneys-in-Fact when so appointed shall have power and authority, subject to the terms and limitations of the Powers of Attorney issued to them, to execute and deliver on behalf of the corporation and to attach the Seal of the Corporation thereto any and all bonds and undertakings, and other writings obligatory to the nature thereof, and such instrument executed by any such Attorney-in-Fact shall be as binding upon the corporation as if signed by an executive officer and sealed and attested by the Secretary or any Assistant Secretary."

IN WITNESS WHEREOF, Indiana Insurance Company has caused these presents to be signed by its Vice President, attested by its Secretary or Assistant Secretary, and its corporate seal to be hereto affixed this 4th day of November 19 85.

INDIANA INSURANCE COMPANY

ATTEST: Glenna L. Robb

Secretary - Assistant Secretary

By R. T. Woolman

Vice President

STATE OF INDIANA ) ss.  
COUNTY OF MARION)

On this 4th day of November, A.D. 19 85, before me personally came Richard T. Woolman, to me known, who being by me duly sworn, did depose and say, that he resides in the City of Indianapolis, Indiana; that he is Vice-President of Indiana Insurance Company, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument in such corporate seal; that it was so affixed by order of the Board of Directors of said

Corporation; and that he signed his name thereto by like order. And said Richard T. Woolman

further said that he is acquainted with Glenna L. Robb and knows him to be the Secretary Assistant Secretary of said Corporation; and that he executed the above instrument.

August 1, 1989

My Commission Expires

Karen Garrigus  
Notary Public  
Karen Garrigus

STATE OF INDIANA ) ss.  
COUNTY OF MARION)

I, Glenna L. Robb, the ~~XXXXXX~~Assistant Secretary of Indiana Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Indiana Insurance Company, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Indianapolis, this 27th day of November A.D., 19 85.

Glenna L. Robb  
Assistant Secretary



STATE OF INDIANA )  
COUNTY OF ALLEN ) SS:

BEFORE ME, a Notary Public, in and for said State, personally appeared

Howard Miller, Owner  
(Name) (Title)

and \_\_\_\_\_, \_\_\_\_\_  
(Name) (Title)

of MILLER & ASSOCIATES \_\_\_\_\_ and  
(Company)

Attorney in Fact, for said Indiana Insurance Company  
as surety, with both of whom I am personally acquainted, and acknowledged that  
they subscribed their signatures to the above and foregoing bond, in their re-  
spective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 27th day of November,  
19 85.

Barbara J. Rentschler  
Barbara J. Rentschler  
NOTARY PUBLIC  
A Resident of Allen County, IN

My Commission Expires:

6/17/88

Admn. Appr.

TITLE OF ORDINANCE Contract 85-XP-8, St. Joseph Ctr. Connecting Feeder Main

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE Contract 85-XP-8, St. Joseph Center Road Connecting Feeder Main

is for the installation of 2,000+ L.F. of 12" ductile iron water main on St. Joseph

Center Road, from Hazelett Road, eastward to Arlington Parkway North.

Miller & Associates, is the contractor.

EFFECT OF PASSAGE Improved water conditions at above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$50,839.85

ASSIGNED TO COMMITTEE

BILL NO. S-85-12-43

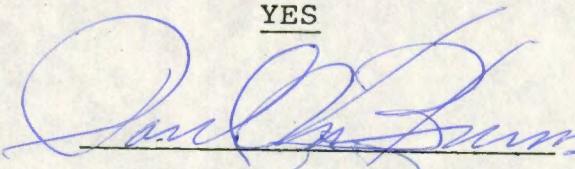
REPORT OF THE COMMITTEE ON CITY UTILITIES

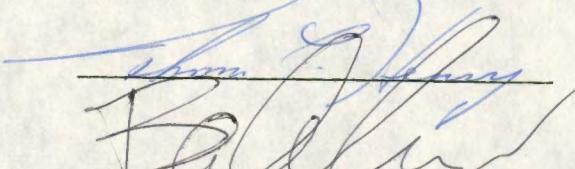
WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS  
REFERRED AN (ORDINANCE) XXXXXXXXXX (RESOLUTION) approving Contract 85-XP-8,  
St. Joseph Center Road Connecting Feeder Main, by and between the City  
of Fort Wayne, Indiana and Miller & Associates, in connection  
with the Board of Public Works and Safety

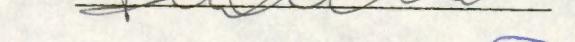
HAVE HAD SAID (ORDINANCE) XXXXXXXXXX (RESOLUTION) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(RESOLUTION)

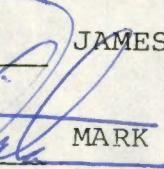
YES

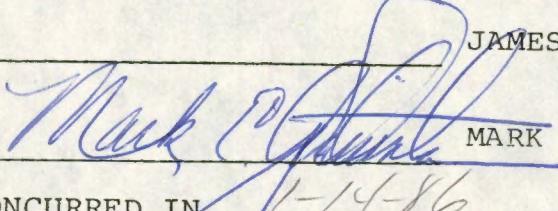
NO

  
PAUL M. BURNS  
CHAIRMAN

  
THOMAS C. HENRY  
VICE CHAIRMAN

  
BEN A. EISBART

  
JAMES S. STIER

  
MARK E. GIAQUINTA

CONCURRED IN

1-14-86

SANDRA E. KENNEDY  
CITY CLERK